

committee amendments.

PRESIDENT: The committee amendments are rejected. Do you have any other amendments on it?

CLERK: Mr. President, I do. Senator Landis, I have a series of amendments from you, Senator, from last year. I understand you wish to withdraw all of those with the exception of AMO719, is that correct? Mr. President, Senators Landis, Remmers would move to amend the bill. It is request AMO719. I believe copies were distributed yesterday.

SENATOR LANDIS: Okay, the amendment does appear, Mr. President and members, in the Legislative Journal but the Journal entry is from last year. It is page 1232. I doubt if you have it on your desk. That is why I had yesterday a copy distributed to your chairs. You should be able to see a two-page list of amendments with Senator Pappas's name and my own and Senator Remmers' name and my own on the top of the amendment. It strikes the existing language in the bill which was a flat prohibition on the ability to make a settlement within a certain period of time following a personal injury. Actually what happened was the Speaker last year could see a fight brewing on the floor and it looked like a dogfall that would wind up taking a lot of time and would be more smoke than light and suggested that perhaps the parties could productively discuss the issue and, basically, assigned me to go out and see if there was something we could work on to make for a meeting of the minds. With his admonition, the parties got together and they included railroad representatives, the insurance company representatives, and several other business groups, as well as labor organizations. I mediated the discussions and, basically, AMO719 is the result of that mediation. Originally what the railroad unions wanted was a King's X or a time-out in which people who were injured would not have their interests prejudiced by making admissions or reports or statements or settlements while still under the influence of the trauma of injury. On the other side you had the insurance companies and the railroad companies who wanted to make sure that accidents did not reoccur nor that there be any impediment to the natural meeting of claims and the payment of, the prompt payment of the obligations of insurance. We had a chance to sit down on a couple of occasions and talk, and finally a model from Minnesota was offered up by one of the parties, and rather than having a flat prohibition, it suggested that we create a rebuttable